BENGALURU WEST CITY CORPORATION

MALLESHWARAM DIVISION

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN RS. 100 LAKHS)

Name of Work:- Comprehensive development of Roads, drains to Selected Road In Arterial, Sub Arterial and other Major Raods in Malleshwaram Constituency (Package-MLM-02)

(¸ÀPÁðgÀzÀ DzÉÃ±À ¸ÀASÉå: £ÀCE 475 JAJ£ïªÉÊ 2025(E) ¨ÉAUÀ¼ÀÆgÀÄ, ¢£ÁAPÀ: 03-11-2025) (2025 26£ÉÃ ¸Á°£ÀÀ §AqÀªÁ¼À ¨ÉA§® AiÉÆÃd£ÉAiÀÄr ªÀÄvÀÄÛ ªÁqïð gÀ¸ÉÛUÀ¼À/ ZÀAgÀr C©üªÀÈ¢Ý/ ¤ªÀðºÀuÁ PÁªÀÄUÁjUÀ¼À ¤ ¢üAiÀÄr PÉÊUÉÆArgÀÄªÀ C£ÀÄzÁ£À)

Estimate Cost: 3436.74 Lakhs
Amount put to tender: 2721.10 Lakhs

BENGALURU WEST CITY CORPORATION

TENDERS FOR THE WORK OF

Name of Work:- Comprehensive development of Roads, drains to Selected Road In Arterial, Sub Arterial and other Major Raods in Malleshwaram Constituency (Package-MLM-02)

Estimate Cost: 3436.74 Lakhs

Amount put to tender: 2721.10 Lakhs

TENDER REFERENCE	No: EE/MLM/Kppp/11/2025-26, Dated:-02-01-2026
Tender documents may be downloaded from the e-procurement portal	From 05-01-2026 17.30 Hrs onwards
Pre-Bid Meeting	On 12-01-2026 at 16.00 Hrs
Last Date & Time for uploading tender documents	On 20-01-2026 upto 17:30 Hrs
Opening of technical document	On 21-01-2026 at 17.30 Hrs
Financial opening	Opening date will be intimated through KPP Portal
ADDRESS FOR COMMUNICATION	Office of the Executive Engineer Malleshwaram Division. BWCC 2nd Cross, Jaladarshini Layout, MSR Nagar Mathikere, Bangalore-560054, Ph: 080-22975610

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	4-5
2	INSTRUCTIONS TO TENDERERS (ITT)	6-15
3.	QUALIFICATION INFORMATION	15-18
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	19-22
5.	CONDITIONS OF CONTRACT (CC)	23-34
6.	CONTRACT DATA	37-40
7	SPECIFICATIONS	36-40
8	DRAWINGS	41
9.	BILL OF QUANTITIES	42
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	43

SECTION 1: INVITATION FOR TENDERS (IFT)

Bangalore West City Corporation- Malleshwaram Zone
Office of the Executive Engineer, Malleshwaram Division,
2nd cross road, Jaladarshini layout, MSR Nagar, Mathikere, Bangalore-54
Contact No: 080-22975610 Email: eemalleshwaram@gmail.com

No. EE/MLM/Kppp/11/2025-26
Date:02.01.2026

INVITATION FOR SHORT TERM TENDER (IFT)

(Through **GOK e–Procurement Portal** only)
TWO COVER SYSTEM CALL-2

1. The Executive Engineer, Malleshwaram Division, BWCC invites standard tender documents KW-4 on behalf of the Commissioner, BWCC, Bengaluru from eligible Tenderers registered in BBMP or equivalent registration with PWD/CPWD or any state Governmental Organization for the execution of works detailed in the table below. The tenderers may submit tender for works given in the table through KPPP portal of the Government of Karnataka (viz https://kppp.karnataka.gov.in)

2. Tender documents may be downloaded from the new KPPP portal of the Government of Karnataka

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 90 days beyond the validity of the tender.

4. Tenders must be submitted online through KPPP on or before as per calendar of events and the opening of tenders will be as per the KPPP guidelines.

5. Other details can be seen in the tender documents.

Sl No	Name of the Works	Amount Put To tender in lakhs	EMD in Rupees	Period of Completion
1	Comprehensive development of ward cross roads, drains and other allied works and Construction of Govt. Higher	1985.00	19,85,000/-	11 Months

	Primary School in Malleshwaram Assembly Constituency (Package-MLM-01) **CALL No-02**			
2	Comprehensive Development of Roads drains to selected road in Arterial, Sub Arterial and other Major Roads in Malleshwaram Constituency (Package-MLM-02) **CALL No-02**	2721.10	27,21,100/-	11 Months

Time Schedule/Calendar of events:

1	Tender documents may be downloaded from the e-procurement portal	:	From 05.01.2026 17.30 Hrs onwards
2	Last Date & Time for uploading tender documents	:	On 20.01.2026 upto 17:30 Hrs
3	Pre-Bid Meeting	:	On 12.01.2026 at 16.00 Hrs
4	Opening of technical document	:	On 21.01.2026 at 17.30 Hrs
5	Financial opening	:	Opening date will be intimated through KPP Portal

NOTE:

1. Pre bid meeting will be held **on 12.01.2026 at 16.00 Hrs** in the **office of Chief Engineer, Malleshwaram Zone, BWCC, Palike Soudha Building, 1st Floor, 14th cross, Chandra Layout, Bangalore-560072** to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.
2. Any corrigendum/addendum will be published in the KPPP Only.
3. Bids will be opened on the website https://kppp.karnataka.gov.in. in the office of the Executive Engineer, Malleshwaram Division.
4. Aspiring Bidders / Contractors who have not registered in KPPP should register before participating through the website https://kppp.karnataka.gov.in/ Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
5. All the required information required for Bids must be filled and submit online.
6. For details, registration and e-payment visit KPPP website https://kppp.karnataka.gov.in/ or contact KPPP Helpdesk at +91-9240214000 and +91-9240214001

Sd/-
Executive Engineer
Malleshwaram Division
Malleshwaram Zone, BWCC

Copy Submitted to the:

1. Copy submitted to the Chief Commissioner GBA for kind information.

2. Copy submitted to the Commissioner BWCC for kind information.
3. Copy submitted to the Addl. Commissioner (Developments) BWCC for kind information.
4. Copy submitted to the Chief Engineer, Malleshwaram Zone for kind information.
5. Copy submitted to the Superintendent Engineer, Malleswaram Zone for kind information.
6. Copy submitted to the Tender bulletin officer, GBA for requesting to publish the tender notification in tender bulletin.
7. Copy submitted to Chief Auditor and Chief Account officer for kind information.
8. Copy submitted to A.C.F Malleshwaram Zone for kind information.
9. Copy to CPRO with request to make arrangements for publication of notification in two leading daily Kannada and English News papers.
10. Copy to Acct. Suptd /Cashier of division office for needful.
11. Copy to I.T. Advisor with Soft copy for needful action to place in the GBA website.
12. Notice Board / Office copy

Executive Engineer
Malleshwaram Division
Malleshwaram Zone, BWCC

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	7
2.	Eligible Tenderers	7
3.	Qualification of the Tenderer	7
4.	One Tender per Tenderer	8
5.	Cost of Tendering	8
6.	Site Visit	9
B.	**Tender Documents**	
7.	Content of Tender documents	9
8.	Clarification of Tender Document	9
9.	Amendment of Tender documents	9
C.	**Preparation of Tenders**	
10.	Documents comprising the Tender	9
11.	Tender prices	10
12.	Tender validity	10
13.	Earnest money deposit	10
14.	Format and signing of Tender	11
D.	**Submission of Tenders**	
15.	Sealing and marking of Tenders	11
16.	Deadline for submission of Tenders	12
17.	Late Tenders	12
18.	Modification and Withdrawal of Tenders	12
E.	**Tender opening and evaluation**	
19.	Opening of First Cover of all Tenders and evaluation to determine	

Qualified Tenderers 12
20. Opening of Second Cover Tenders of qualified Tenders and evaluation 13
21. Process to be confidential 13
22. Clarification of Tenders 13
23. Examination of Tenders and determination of responsiveness 13
24. Correction of errors 14
25. Evaluation and comparison of Tenders 14

F. Award of contract

26. Award criteria 14
27. Employer's right to accept any Tender and to reject any or all Tenders 14
28. Notification of award and signing of Agreement 14
29. Security deposit 15
30. Advance payment and Security 15
31 Corrupt or Fraudulent Practices 15

A. General

1. Scope of Tender

1.1 The **Executive Engineer - Malleshwaram Division** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. **2020-21 to 2024-25**)

(a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs 5442.20 Lakhs.**

(b) Mandating satisfactorily completion as a prime contractor, at least one similar work to as extent of 80% of the cost of the work **(Rs 2176.88 Lakhs)**

(c) executed in any one year, the following minimum quantities of work:

Based on PWD circular No. ¯ÉÆÃE/630/¹DgïJA/2014, ¢£ÁAPÀ: 17-11-2014

SL. No.	Work Description	Units	Qty
1	Wet Mix Macadam	Cum	4847.84
2	Dense Graded Bituminous Macadam	Cum	1064.08
3	Cement Concrete	Cum	2253.43
4	Bituminous Concrete grade II	Cum	5426.53

Note: Certified Contractors Bill Copies shall be uploaded (Admitted Bill Copies)

E) Deleted

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

SL No	Item of Equipment	Requirements	Own	Lease/ Hire	RC book is mandatory for all the vehicles
1	Paver	2 No	1 No	1 No	
2	Roller	4 Nos	2No	2No	
3	Tipper	10 Nos.	5Nos	5Nos	
4	Water Tanker	2 Nos	1 No	1 No	

5	Own Asphalt plant	1 No.		1No	produce

Note : RC book is mandatory for all the vehicles produces & Own Asphalt Plant Should be the radios of 40 Km From the work location. GPRS Photos should be Attached **(Batch mix plant or hot mix plant is mandatory)**

(b) Liquid assets and /or availability of credit facilities of not less than **Rs.816.33 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

In the case of the death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A = Maximum Value of Civil Engineering Works executed in any One Year during the last Five years **(updated to 2025-26 Price Level)** taking into account the Completed as well as Works in Progress.

N = Number of years prescribed for Completion of the Works for which Tenders are Invited i.e. 6 Months.

B = Value, at **2025-26 Price Level on 10% Weightage per annum**, of Existing Commitments and On Going Works to be completed during the next 06 months.

Note: ***1*** **The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.**

Note: 2 ***Need to Provide a Detailed Explanation of*** **Assessed available tender capacity (Bid Capacity) Including ongoing works and Completed Works Should be Mentioned.**

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page **3**:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **office of Chief Engineer, Malleshwaram Zone, BWCC, Palike Soudha Building, 1st Floor, 14th cross, Chandra Layout, Bangalore-560072 on 12-01-2026 at 16.00 hours**
8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
8.2.3 NA
8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover:
(a) Earnest Money Deposit;
(b) Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:
(a) The Tender (in the format indicated in Section 4)
(b) Priced Bill of Quantities (Section 9);
and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. (Excluding GST Charges)

11.3A Applicable GST shall be borne by the Employer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **One Eighty days**(180) after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%
b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-
c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-
d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-. This earnest money deposit shall be in favor of The Executive Engineer, Malleshwaram Division and may be in the form of Bank guarantee and It should be submitted within the date and time of opening technical bid.
e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i)sign the Agreement; or
(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderers*, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall seal the original and a copy of the Tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

15.2 The **inner and outer** envelopes shall

(a) be addressed to the Employer at the following address:
Office of the Executive Engineer
Malleshwaram Division .
Bengaluru West City Corporation
2nd Cross, Jaladarshini Layout, MSR Nagar
Mathikere, Bangalore-560054,

Ph: 080-22975610

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(insert address of office for Tender submission), and

(b) bear the following identification:

- Tender for .....[name of contract]
- Tender Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

Note: (i) The Tender shall access tender Documents fill them and submit the completed tender Document as stated in clause 10 through website of e- procurement itself (www.eproc.karnataka.gov.in). The signed sealed and scanned copy of all the Documents as stated in clauses 10 shall be attached to the e tender Document, failing which the Bid will not be consider. It is the Responsibility if the Tenderer to submit all the Document pertaining to Eligibility criteria / Qualification information with due diligence. All the pages of the Document shall be serially numbered with an index for Ready reference.

(ii) No Physical document shall be considered. However, all the Participating tenderers shall produce all the original documents for verification whenever asked by the Employer.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **17.30 hours on 20-01-2026** in the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST/SECOND COVER**" or "**WITHDRAWAL**", as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend at **21-01-2026 at 17.30**hours on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[1]

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[2]

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked **“MODIFICATION FOR SECOND COVER”** shall be opened and the submissions therein read out in appropriate detail.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

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21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[3]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

[3]

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent **to 5% of** the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works.:

- Cash or
- Banker's Cheque/Demand draft,/Pay Order in favor of Commissioner BBMP payable at Bangalore or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to Commissioner / Exe. Engineer MALLESHWARAM DIVISION BBMP;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1

30.2 Deleted

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction Works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2020-21 .....
2021-22.....
2022-23.....
2023-24.....
2024-25 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employ er	Descrip- tion of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[4]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthwor ks	
2020-21						
2021-22						
2022-23						
2023-24						
2024-25						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works	Stipulated period of completion	Date when decision is expected	Remarks if any

4

			(Rs. lakhs)			
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

SL No	Item of Equipment	Requirements	Own	Lease/ Hire	RC book is mandatory for all the vehicles produces
1	Paver	2 No	1 No	1 No	
2	Roller	4 Nos	2No	2No	
3	Tipper	10 Nos.	5Nos	5Nos	
4	Water Tanker	2 Nos	1 No	1 No	
5	Own Asphalt plant	1 No.		1No	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestone

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Name of Work:- Comprehensive development of Roads, drains to Selected Road In Arterial, Sub Arterial and other Major Raods in Malleshwaram Constituency (Package-MLM-02)

Estimate Cost: 3436.74 Lakhs
Amount put to tender: 2721.10 Lakhs

To,

Office of the Executive Engineer
Malleshwaram Division.zone II,BWCC
2nd Cross, Jaladarshini Layout, MSR Nagar
Mathikere, Bangalore-560054,
Ph: 080-22975610

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* *(*.....) *[in letters]*.[5]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.
The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:
Name & Title of Signatory: _____

[5]

Name of Tenderer _____
Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....
.....
..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....
.....[name and address of Employer]
(hereinafter called "the Employer") of the one part and .....
.....[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....
.....[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
.....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
.....
.....

in the presence of:
Binding Signature of Employer

.....

Binding Signature of Contractor

.....

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

A.	**General**	**Page No.**
	1. Definitions	23
	2. Interpretation	23
	3. Law governing contract	24
	4. Employers decisions	24
	5. Delegation	24
	6. Communications	24
	7. Subcontracting	24
	8. Other Contractors	24
	9. Personnel	24
	10. Employer's and Contractor's risks	24
	11. Employer's risks	24
	12 Contractor's risks	25
	13. Insurance	25
	14. Site Investigation Report	25
	15 Query about Contract Data	25
	16 Contractor to construct the Works	25
	17. The Works to be completed by Intended Completion Date	25
	18 Approvals by the Employer	25
	19. Safety	26
	20. Discoveries	26
	21. Possession of the Site	26
	22. Access to the Site	26
	23. Instructions	26
	24. Procedure for resolution of disputes	26
B.	**Time Control**	
	25. Program	26
	26. Extension of the Intended Completion Date	26
	27. Delays ordered by the Employer	26
	28. Management meetings	27
C.	**Quality Control**	
	29. Identifying defects	27
	30. Tests	27
	31. Correction of defects	27
	32. Uncorrected defects	27
D.	**Cost Control**	
	33 Bill of Quantities (BOQ)	27
	34 Variations	27
	35. Payment for Variations	28
	36. Submission of bills for payment	28
	37 Payments	28
	38. Compensation events	29
	39. Tax	29
	40 Price Adjustment	29
	41. Liquidated damages	29
	42. Advance Payments	29
	43. Securities	29
	44. Cost of repairs	30
E	**Finishing of Contract**	
	45. Completion	30
	46. Taking Over	30
	47. Final account	30

48. As built drawings and/or Operating and Maintenance Manuals 30
49. Termination 30
50 Payment upon termination 31
51. Property 31
52. Release from performance 31

F Special Conditions of Contract 31

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of Temporary Works
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20..1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work from being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide

whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given an early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

As per the G.O. No. FD 3 PCL 2008, Bangalore, Dated: 21.11.2008 ONLY star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all-India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of the agreement which shall mandatorily be a part of the agreement

40.1 Deleted

40.2 Deleted

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: (Deleted)

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of the Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"(*Completion drawings*) Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
(b) Deleted.
(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
(d) Deleted.
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labor, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)
(b) Arbitration proceedings shall be held at……, Karnataka state (to be filled in by the Employer before issue of the Tender Documents),
(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

6. The Contractor should produce invoice for procurement of Bitumen, Steel, HDPE ducts, Geo-textile material along with bills. No payments will be made without such invoices.

7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.

8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the color of duct should be orange or blue for better identity.

9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.

10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.

11. GST Shall be Paid to the Tendered Amount Separately.

[Add other Clauses specific to the work for which tenders are invited.]

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Clause Reference

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: The Commissioner [1.1]
BWCC, IPP Building 16th Cross Road, Vyalikaval, Kodandapura,
Malleshwaram Bengaluru, Karnataka-560003.

Name of authorized Representative:
Office of the Executive Engineer
Malleshwaram Division.
2nd Cross, Jaladarshini Layout, MSR Nagar
Mathikere, Bangalore-560054,
Ph: 080-22975610.

The name and identification number of the Contract is [1.1]

Name of Work:- Comprehensive development of Roads, drains to Selected Road In Arterial, Sub Arterial and other Major Raods in Malleshwaram Constituency (Package-MLM-02)

Estimate Cost: 3436.74 Lakhs
Amount put to tender: 2721.10 Lakhs

The Works consist of Road Work, Drain Works .

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole
of the Works **is 11 months including monsoon** with the following milestones [17, 26]

Milestone:

Physical works to be completed Period from the date of issue of Notice to proceed with the work

Milestone 1 i.e. Financial Progress for Rs. 1088.4 lakhs within 0-4 Months from the date of work order

Milestone 2 i.e. Financial Progress for Rs. 816.33 lakhs between 4- 7.5 Months from the date of work order

Milestone 3 i.e. Financial Progress for Rs. 816.33 lakhs between 7.5-11 Months from the date of work order

The Site Possession Date is: Date of work order [21]

The Site is located at **West Zone** (**Malleshwaram Constituency**) and is defined in drawings nos. _____ [1.1]

The Defects Liability Period is 730 days. [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[6]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula**; (DELETED)** [40]

The liquidated damages for the whole of the works are Rs.272110/- (amount) per day and that for the milestone are as under:
For Milestone 1: Rs.108844.00/- per day
For Milestone 2: Rs.81633.00/- per day
For Milestone 3: Rs.81633.00/- per day

The maximum amount of liquidated damages for the whole of the works is Ten percent of the final contract price. [41]

The amounts of the advance payment are **(DELETED)** [42]

[6]

[7]The date by which "as-built"[8] drawings (in scale ...[9]) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]
[10]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.
The percentage to apply to the value of the work not completed representing the Employer's [50.1]

Additional cost for completing the Works shall be 30 percent (30%).
(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

SI. No.	**Description of Work**	**Unit**	**Quantity**
1	Milling of existing Bituminous surface to a specified depth up to 55mm using Milling machine including disposal of removed material Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	44169.00
2	Earth work excavation for Foundation by mechanical means for all works & depth upto 3 m, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, including dressing of excavated surfaces, disposing off or levelling the excavated earth or sorting & stacking the selected earth for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools, usage of machinery & other appurtenaces required to complete the work Complete as per specification and direction of the engineer-in-charge of the work.	Cum	7499.90

7
8
9
10

3	Compacting original ground supporting embankment Loosening, leveling and compacting original ground supporting embankment to facilitate placement of first layer of embankment, scarified to a depth of 150 mm, mixed with water at OMC and then compacted by rolling so as to achieve minimum dry density as given in Table 300-2 for embankment construction. Complete as per specification and direction of the engineer-in-charge of the work.	Cum	5717.25
4	Providing, laying, spreading and compacting graded stone aggregate to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver/grader in sub-base / base course on well-prepared surface and compacting with vibratory roller to achieve the desired density. Complete as per specification and direction of the engineer-in-charge of the work.	Cum	6059.80
5	Providing and applying primer coat with SS1 grade Bitumen Emulsion on prepared surface including cleaning of road surface and spraying primer at the rate of 0.70 kg/m2 using mechanical means Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	26224.00
6	Providing and laying Dense Graded Bituminous Macadam with 40/60 TPH capacity HMP using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 4.5 per cent by weight of total mix and filler, transporting the hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoRTH specification clause No. 505 complete in all respects. Complete as per specification and direction of the engineer-in-charge of the work.	Cum	1330.10
7	Providing and applying tack coat with RS1 Bituminous Emulsion using emulsion pressure distributor at the rate of 0.20 kg/m2 on the prepared bituminous surface cleaned with mechanical broom Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	176511.50
8	Bituminous Concrete Grading II for traffic <20 MSA Providing and laying Bituminous Concrete with 40/60 TPH capacity hot mix plant using crushed aggregates of specified grading, premixed with bituminous binder VG-30, @ 5.4 percent of mix and filler, transporting the	Cum	6783.16

	hot mix to work site, laying with mechanical paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MORTH specification clause No. 507 complete in all respects Complete as per specification and direction of the engineer-in-charge of the work.		
9	Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 g/m2 area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35:2015.The finished surface to be level, uniform and free from streaks and holes. Complete as per specification and direction of the engineer-in-charge of the work.	Sq m	8780.55
10	Supplying and Fixing of Molded Shank Raised Pavement Markers / Cat's eye made of polycarbonate and ABS moulded body and reflective panels with micro prismatic lens capable of providing total internal reflection of the light entering the lens face and shall support a load of 16000 kg tested in accordance to ASTM D 4280 Type H and complying to Specifications of Category A of MORTH Circular No RW / NH /33023/10-97 DO III Dt 11.06. 1997. The height, width and length shall not exceed 50 mm, 100 mm and 102 +/- 2 mm and with minimum reflective area of 13 cm2 on each side and the slope to the base shall be 35 +/- 5 degree. The strength of detachment of the integrated cylindrical shanks, (of diameter not less than 19 +/- 2 mm and height not less than 30+/- 2 mm) from the body is to be a minimum value of 500 Kg. Fixing will be by drilling holes on the road for the shanks to go inside, without nails and using epoxy resin based adhesive as per manufacturer's recommendation and complete as directed by the engineer. The contractor shall submit a two year warranty for satisfactory field performance including stipulated retro-reflectance of the reflecting panel, to the Engineer. Complete as per specification and direction of the engineer-in-charge of the work.	Each	21170.00
11	Providing Speed Breakers/Raised pedestrian crossings in Trapezoidal section with 2.5 m Top width and transition length of 0.8 m length and height of 0.1 m as per IRC 99:2018 using Dense Bituminous Macadam (DBM) gr ii and Bituminous Concrete (BC) gr ii for entire formation width & WBM Gr II for Shoulder hump portion only (150 mm thick), completing with road marking paint with applied thermoplastic	Nos	104.00

	compound with reflecting glass beeds on bituminous surface and providing 2 Nos. retro reflective traffic signs as per IRC 67 -2022 Two lane with formation width of 9.00 m Complete as per specification and direction of the engineer-in-charge of the work.		
12	Providing Water based glossy paint (Green certified product) to Kerb Stones as per IS 164:2015 technical specifications including cleaning & surface Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	22077.75
13	Excavation and removal of silt and silt mixed with sand from canal bed by manual means including disposing off the same in spoil bank or on the canal embankment in layers as directed with all other ancillary operations complete. in slussy condition Complete as per specification and direction of the engineer-in-charge of the work.	Cum	5986.20
14	Earth work excavation by manual means for drains, canals, waste weir, draft, approach channels, key trenches, foundation of Buildings & bridges and such similar works in all kinds of soils, as per drawing and technical specifications, including setting out, shoring, strutting, barricading, caution lights, removal of stumps and other deleterious matter, excavated surface leveled and sides neatly dressed disposing off the excavated stuff or sorting & stacking the selected stuff for reuse in a radius of 50 m and lift upto 1.5 m including cost of labour, tools & other appurtenaces required to complete the work. Complete as per specification and direction of the engineer-in-charge of the work.	Cum	5282.70
15	Removal of Unserviceable Soil with Disposal upto a suitable distance as directed by the Engineer incharge of work Complete as per specification and direction of the engineer-in-charge of the work.	Cum	11268.90
16	Providing and laying in position Cement Concrete for levelling course for all works in foundation. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed, laid in layers not exceeding 150 mm thickness, well compacted using plate vibrators, including all lead & lifts, cost of all materials of quality, labour, Usage charges of machinery, curing, and all the other appurtenances required to complete the work as per technical specifications. Mix 1:4:8 Using 40 mm nominal size graded crushed coarse aggregates Complete as per specification and direction of the engineer-in-charge of the work.	Cum	2816.78

17	Providing and laying Reinforced Cement Concrete pipe light duty NP2 for culverts, roadway utilities& crossings as per IS 458:2003 in Single row including pointing ends and fixing collars with cement mortar 1:2 including cost of all materials, labour, curing complete as per specifications. 300 mm dia Complete as per specification and direction of the engineer-in-charge of the work.	Sq m	1419.00
18	Providing and laying in position Cement Concrete for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per technical specifications. Mix 1:2:4 (M15) Using 20 mm nominal size graded crushed coarse aggregates Complete as per specification and direction of the engineer-in-charge of the work.	Cu m	526.07
19	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material and disposal of unserviceable material to the appropriate disposal area as per direction of Engineer-in-charge. Complete as per specification and direction of the engineer-in-charge of the work.	Sq m	1360.00
20	Removing & Resetting existing Heavy Duty Cobble/Interlocking stones/Pavers of thickness 60 /75 /80 /100mm using Cement and 40mm thick sand bed (average thickness) and compacting with plate vibrator to achieve final desired compaction & setting of paver to its final level , including cost of materials, labour and usage charges of machinery complete as per specifications. (The cost of new paver /stones required shall be added separately) Complete as per specification and direction of the engineer-in-charge of the work.	Sq m	46258.20
21	Removing & Resetting of Kerb Stones Complete as per specification and direction of the engineer-in-charge of the work.	Mtr	20618.20
22	Providing and laying 60mm thick factorymade precast M -30 grade Cement Concrete Paver Block as per IRC SP 63:2018 & IS 15658 for Cycle Tracks & Pedestrian	Sq m	20382.63

	Footpaths of approved shape and colour, laid in required pattern and including over 30mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-incharge. (WMM/WBM Base to be paid separately if necessary as per relevant technical specification) Complete as per specification and direction of the engineer-in-charge of the work.		
23	Providing and fixing pre cast solid cement concrete kerb stones made out of M20 with top width 100mm and bottom width 150 respectively, 300mm high with CM 1:3 plastering and finishing cutting, including form work, curing, including cost of all materials, labour, hire charges of machinery, loading, unloading, lead and lift, transportation etc., complete to be laid betwwen travel lane and Cycle Track/ Landscape with all lead, Lift, Loading and unloading complete as per the direction of Engineer in Charge (form finish concrete and no painting to be done) Complete as per specification and direction of the engineer-in-charge of the work.	Mtr	14887.80
24	Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material to the appropriate disposal area as per direction of Engineer in-charge. In cement mortar Complete as per specification and direction of the engineer-in-charge of the work.	Cum	874.53
25	Providing Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) upto plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand) Complete as per specification and direction of the engineer-in-charge of the work.	Cum	730.26
26	Providing Flush/ Ruled pointing: Pointing on stone work with cement mortar 1:3 (1 cement : 3 fine sand) after raking joints to depth nicely lining, including cost of materials, labour, curing as per specifications and as per directions of Engineer-in charge. Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	1862.60
27	Removing and refixing of Drain Covering slabs (BS Slab or RCC Slab 10cms) and pointing in C.M (1:3) (Excluding of GST and Area Loading Charges). Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	26491.62
2	Providing and Fixing reinforced Cement concrete	Sq	2398.6

8	covering slabs of 10cm thick made out of M25 with OPC Cement @ 340kgs/cum, with 20mm downsize graded metal coarse aggregates @ 0.70Cum and Fine Aggregates & 0.74 cum with Superplasticizers, machine mixed, including providing and removing centering, shuttering, strutting, propping etc., for edges of slabs with TMT steel (Fe500)cost & reinforcement charges, including pointing wauth CM 1:3, finishing as required with cost of all materials labour all lead and lift HOM of machinery curing including cost of reinforcement etc., complete as directed by the Engineer in charge of the Work (Exclusive of GST and Area Loading Charges). Complete as per specification and direction of the engineer-in-charge of the work.	m	2
28	Providing BS Slabs of Selected quality roughly dressed having a size of 10cms thick and fixed in cement mortar (1:6) including fixing curing etc., complete. As directed by the Engineer in Charge of the work (excluding GST and Area Loading Leading Charges). Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	3899.16
29	Providing one line dressing to granite stone slab / granite stone masonry asper specifications as directed by the Engineer in Charge of the Work (Excluding GST and Area Leading Charges) Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	19027.80
30	Providing Machine Cutting edges to BS Slab 2.5cms. Wide as per specifications. (only chamfered length shall be recorded) inclusive of all Taxes complete. As directed by the Engineer in Charge of the Work (Excluding GST and Area Leading Charges). Complete as per specification and direction of the engineer-in-charge of the work.	Sqm	8503.20
31	Providing and laying in position Cement Concrete for all Sub structures of building, Irrigation works, Sub structure works of bridges, Drain works & other parallel works from 0.50m to 3.50 m height. The granite/trap/basalt crushed graded coarse aggregates and fine aggregates as per relevant IS Codes machine mixed with super plasticisers, laid in layers, well compacted using needle vibrators, providing weep holes wherever necessary, including all lead & lifts, cost of all materials of quality, confirming to the requirements of relevant IS codes, labour, Usage charges of machinery, curing and all other appurtenances required to complete the work as per	Cum	227.21

	technical specifications. M25 Design Mix Using 20 mm nominal size graded crushed coarse aggregates Complete as per specification and direction of the engineer-in-charge of the work.		
32	Supplying, fitting and placing TMT FE 550 / 550D Steel Reinforcement including cost of all materials, machinery, labour, cleaning, straightening, cutting, bending, hooking, laping/welding joints, tying with binding wire / soft annealed steel wire and other ancilary operations complete as per drawing and technical specification. Complete as per specification and direction of the engineer-in-charge of the work.	Tonne	12.50
33	Supplying and Installation of COMPOSITE FIBER REINFORCED POLYMER Water Gully Grating with Bottom Chamber of Appropriate size of 450 x 450mm and a load bearing capacity of 40MT (D400 Load Capacity) of Approved bond confirming to BSEN-124:1994/IS1726. Gully grating should have minium 30% of water entrance area that of clear opening of chamber. It shall give top abrasion resistant layer of decorative dark grey finish. The cover should have a beam design at the bottom with thickness in the center of a minimum of 125mm to 150mm at the center and should be without any reinforcement of steel or any other metal not be used in the construction of product. The chamber should have no filler or reinforcement of any kind of metal and a 150mm dia cutout. The chamber as one circular cut of 200mm dia. It shall also confirm "Permanent Set" criterion as per BSEN-124/IS 1726. Product Should be tested in test lab for load capacity and Permanent set with cost of all materials, Transportation, loading & Unloading charges etc., complete excluding GST. Complete as per specification and direction of the engineer-in-charge of the work.	Per Set	305.00
34	Supply, Fabrication, Painting and Fixing of Mild steel items such as Horizontal and Vertical gratings, Flower baskets, Cycle stands, Tree guards, Edge angles, Bollards, Grills for Property edge/Medians etc and any other items as specified in drawings or as approved by Engineer Incharge. Complete as per specification and direction of the engineer-in-charge of the work.	Kgs	12735.85

SECTION 8: DRAWINGS

(Not Applicable)

				Rate (Rs)		
SI. NO	**Description of item(with brief specification and reference to book of specification)**	**Quantity**	**Unit**	**In figures**	**In words**	**Amount(Rs)**
Total Tender Price (in figures)						
(in words)						

Note: GST will be Paid Separately to the Tendered Amount

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[Name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[Name and address of Contractor]* (Hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated: ..... to execute ..... *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[Amount of guarantee]* _Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____